

IN UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WYOMING

JIMMIE G. BILES, JR., MD,

Plaintiff

v.

JOHN H. SCHNEIDER and MEDPORT, LLC,

Defendants

Cause No. 19-CV-48-F

AFFIDAVIT OF JOHN H. SCHNEIDER
IN SUPPORT OF DEFENDANT
MEDPORT'S MOTION FOR SUMMARY
JUDGMENT

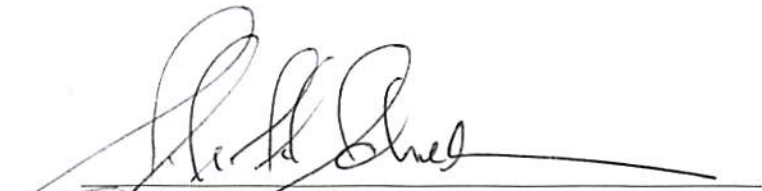
I, John H. Schneider, being first duly sworn under oath, state the following:

1. The information contained in this Affidavit is true and is based upon my personal knowledge.
2. Medport, LLC ("Medport") was organized on May 1, 2012 in the state of Wyoming. A true and correct copy of Medport's Articles of Organization is attached.
3. At its inception, Kathleen Theresa Burrows served as 50% member and Manager of Medport and Brandon M. Schneider served as 50% member of Medport.
4. Medport was set up as a practice management consulting firm intending to capitalize on the inefficient worker's compensation claims process and capitalize on pursuing revenue lost by providers and hospitals under the nebulous "billed charges are greater than allowed" reimbursement reductions asserted by insurance and third party payouts.
5. I served as Chief Medical Officer of Medport where I provided independent contracting services to the company.
6. I did not acquire an ownership interest in Medport until 2018.

7. At the time I entered the Settlement Agreement with Jimmie Biles, I did not have the authority nor the intention to bind Medport, LLC to the terms of the Settlement Agreement.
8. Once I became sole owner of Medport in 2018, I decided to dissolve the company, wind down its affairs, and distribute its remaining assets under Wyoming law.
9. The attached Articles of Dissolution evidence Medport's intent to wind down its affairs and dissolve.
10. One of these distributed assets was the website Healthcare-Malpractice.com.
11. I owned the website Healthcare-Malpractice.com at the time of the alleged breach of contract with Biles.
12. At the time of the alleged breach of contract with Biles, Medport did not own or derive income from Healthcare-Malpractice.com.
13. Medport has continued after dissolution only for the purposes of winding up its affairs.
14. I have sought to discharge Medport's debts, obligations, and liabilities to wind up Medport's affairs, and these efforts are ongoing because of this litigation.

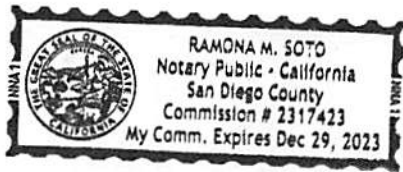
Further affiant sayeth naught.

DATED: June 19, 2020.


By: John H. Schneider

State of California)
) SS
County of San Diego)

Subscribed and sworn to before me this 19 day of June 2020,
2020, by John H. Schneider.



Ramona M. Soto
Notary Public

My commission expires: Dec 29, 2023

Max Maxfield, WY Secretary of State

FILED: 05/01/2012 03:00 PM

ID: 2012-000621556

**ARTICLES OF ORGANIZATION
OF
MedPort, LLC**

THE UNDERSIGNED person, acting as the Organizer of a limited liability company (LLC) under the Wyoming Limited Liability Company Act adopts the following Articles of Organization:

1. **Name.** The name of the Limited Liability Company is:

MedPort, LLC.

2. **Duration.** The period of duration of the LLC shall be thirty (30) years from the date of filing the Articles of Organization with the Wyoming Secretary of State, unless sooner dissolved by the members or as provided by statute.

3. **Purpose.** That the purpose for which this Limited Liability Company is to engage in all lawful types of business, as may be performed from time to time as determined by the members, except for banking and/or acting as an insurer as defined in W.S. §26-1-102(a)(xvi) (July 1, 2011).

4. **Principal Place of Business.** The address of the LLC's principal place of business is 15836 Astral St., Chino Hills, California 91709.

5. **Mailing Address.** The mailing address for the LLC is 15836 Astral St., Chino Hills, California 91709.

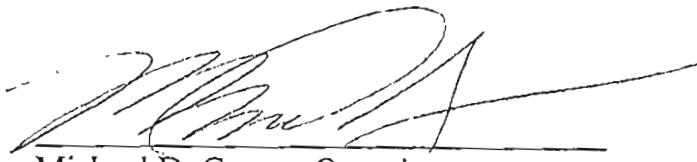
6. **Registered Agent & Office.** The name of LLC's registered agent, whose Consent to Appointment as Registered Agent is included with these articles is Michael D. Greear and the address of the registered office is 1112 Robertson Ave., Worland, WY 82401.

7. **Return of Capital; Distribution of Profits.** The members' right to the return of capital shall be determined from the company's books, as of the effective date of

termination of the company, based on generally accepted accounting practices. Members agree to share income and surplus upon the basis stipulated in the Operating Agreement. Withdrawal of an owner will be only on terms unanimously agreed by the parties in the Operating Agreement without diminishing the prospects of the company's venture and subject to the limitations of Wyoming Statutes.

8. Management. The business of the company will be conducted under the management of the Manager, Kathleen Theresa Burrows, 15836 Astral St., Chino Hills, California 91709, until such time as a successor manager or managers are elected by the members.

Dated: April 26, 2012.



Michael D. Greear, Organizer

ARTICLES OF DISSOLUTION

WHEREAS, Medport filed its Articles of Organization on May 1, 2012; and

WHEREAS, Medport's last annual report was filed for 2018; and

WHEREAS, Medport seeks to dissolve and wind up its affairs by the decision of the sole remaining Member under W.S. § 17-29-701(a)(ii) (2018); and

WHEREAS, I, John H. Schneider, as sole member and Manager of Medport, LLC (the "Company"), and pursuant to Article X of the Company's Restated Operating Agreement dated July 5, 2018, hereby appoints himself as sole liquidator of the Company for the purposes of dissolution and termination of the Company.

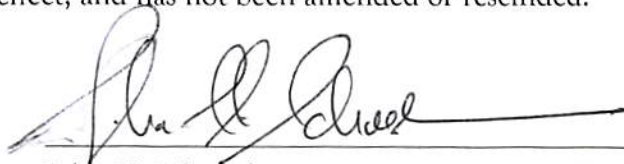
NOW, THEREFORE, IT IS RESOLVED THAT:

- I. Pursuant to W.S. § 17-29-702 (2018), a dissolved limited liability company shall wind up its activities and the company continues after dissolution only for the purpose of winding up.
- II. Medport shall continue only for the purposes of winding up its activities.
- III. Medport shall discharge the company's debts, obligations, or other liabilities, settle and close the company's activities and marshal and distribute the assets of the company pursuant to these Articles of Dissolution.
- IV. Pursuant to Article X of the Operating Agreement, all proceeds from Medport, if any, shall be distributed in liquidation as follows:
 - 1) First, all cash deposits of the Company shall be used to pay for Company legal expenses, other outstanding Company debts, including the expenses of liquidation, and any other liabilities of the Company.
 - 2) Second, the Company shall retain any cash reserves in excess of those paid for expenses above to cover any contingent liabilities of the Company, particularly

any liabilities arising from litigation involving the Company. Any sums collected during the course of litigation shall be used to pay the outstanding debts and liabilities of the Company.

- 3) Third, the Company shall distribute its non-cash assets to the Members in accordance with Section 4.2, which states that distributions made in connection with liquidation of the Company shall be made to the members in accordance with their relative positive capital account balances at the time of dissolution, after allocated profit and loss under Article 5.
- 4) Fourth, that the tangible and intangible intellectual property of the Company, including logos, trademarks, trade usage, brand names, website(s), URLs, business plans, customer lists, the Home Health Care Project, the Neuromodulation Project, Doctor's Black Bag, Healthcare-Malpractice.com, etc., shall be distributed to John H. Schneider, as sole remaining Member of the Company.

As of this 19 day of June, 2020, these Articles of Dissolution shall be duly authorized, in full force and effect, and has not been amended or rescinded.

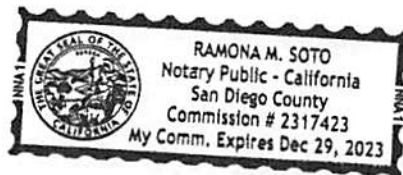


John H. Schneider

State of California)

County of San Diego)

) SS



Subscribed and sworn to before me this 19 day of June, 2020, by John H. Schneider.



Notary Public

My commission expires: Dec 29, 2023

CONSENT TO APPOINTMENT BY REGISTERED AGENT

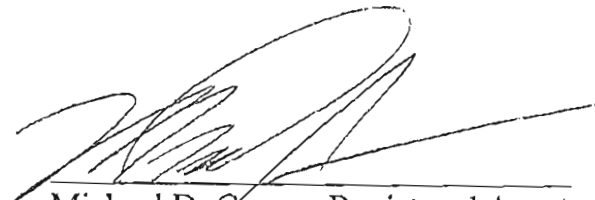
I, **Michael D. Greear**, voluntarily consent to serve as the registered agent for **MEDPORT, LLC**, on the date shown below;

As registered agent I certify that I am an individual who resides in the State of Wyoming and whose business office is identical with the registered office of:

1112 Robertson Ave.
Worland, WY 82401

I hereby certify that I am in compliance with the requirements of W.S. 17-28-101 through W.S. 17-28-111.

DATED this 26th day of April 2012.



Michael D. Greear, Registered Agent

Contact Person: Michael D. Greear
Title: Registered Agent
Contact Phone: 307-347-9801
Email: mgreear@rtconnect.net